

EXHIBIT C - FINANCIAL ASSURANCES

DECLARATION OF TRUST

I.

MOUNT BURDELL ENTERPRISES/BURDELL RANCH PARTNERS, LTD. (Trustor) hereby declares that it will transfer and deliver to CALIFORNIA DEPARTMENT OF FISH AND GAME (Trustee) from time to time a sum to be held, administered, disbursed and expended in perpetuity as an endowment fund for charitable purposes (Trust Fund) within the meaning of Section 501(c) (3) of the Internal Revenue Code, in Section 23701(d) of the California Revenue and Tax Code, more particularly as set forth and provided herein.

II.

A. The Trustee shall hold, administer, disburse and expend, from time to time from the principal and income of the Trust Fund, deposited with it from time to time, such amounts as shall be required to preserve, operate and maintain, in perpetuity, the real property described on Exhibit "B" attached hereto, as a conservation Bank and habitat for wildlife, pursuant to the terms of the MEMORANDUM OF AGREEMENT for the BURDELL RANCH WETLAND MITIGATION BANK between the Trustor and the California Department of Fish and Game, dated July __, 2000.

B. The Trustee may make direct disbursements from the trust fund for the purposes of this Trust, or it may from time to time disburse such funds to the Trustor or persons or entity charged with the responsibility of preserving, operating and maintaining the Conservation Bank, which funds shall be used by such persons or entity only for the purposes set forth herein and in said Agreement. The Trustee may also use up to [\$xx] per year from the endowment fund for the purpose of overseeing and monitoring compliance by the Bank Manager.

C. The trustee will place the funds in a special deposit fund pursuant to California Government code 16372.

III.

The name of this Trust shall be "Burdell Ranch Wetland Mitigation Bank Trust".

IV.

The property of this Trust is irrevocably dedicated to charitable purposes and no part of the net income or assets of this Trust shall ever inure to the benefit of any Trustor, Trustee, officer, or member hereof or to the benefit of any private person. Upon any termination of this Trust, its assets remaining after payment, or provision for payment, of all debts and liabilities of the Trust shall be distributed to a nonprofit fund, foundation or corporation which is organized and operated exclusively for charitable purposes and which has established its tax exempt status under Section 501(c) (3) of the Internal Revenue Code, and whose purposes are consistent with the overall public

purpose of this Trust to develop, acquire, and maintain in perpetuity wetland habitats and their associated adjacent upland wildlife habitats.

V.

No substantial part of the activities of the Trust shall consist of carrying on propaganda, or otherwise attempting to influence legislation and the corporation shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of any candidate or public office.

VI.

In the event the Trustee resigns or is removed, such vacancy may be filled by the appointment of a Successor Trustee by the then director of the State of California Department of Fish and Game.

TRUSTOR:

MT. BURDELL ENTERPRISES AND BURDELL RANCH PARTNERS, LTD.

By: _____
James B. McKenney

Date: _____

By: _____

TRUSTEE:

STATE OF CALIFORNIA
DEPARTMENT OF FISH AND GAME